## Live to Shine Collective - A Private Ministerial Membership Association MEMBERSHIP AGREEMENT & MEMORANDUM OF UNDERSTANDING

**Overview:** I have applied for membership in Live to Shine Collective, hereinafter referred to as the "Ministry." By signing this Membership Agreement, I hereby accept the offer to become a Member of the Live to Shine Collective, and I affirm that I have read through and agree with the following:

**Declaration of Purpose:** The Ministry is organized for furthering our vision to see our community empowered and inspired to live in vibrant health - in body, soul, and spirit - shining bright for Christ.

**Membership:** By consenting to the Membership Agreement provide herein, Members are granted the following rights and benefits, and agree to the following responsibilities:

- The right to informed consent about the services rendered and what to expect.
- Guarantee that all personal information of the Member(s) is secure, and will remain within the Live to Shine Collective.
- Membership with the Ministry will remain intact unless and until: (a) the Member submits, in writing, their desire to withdraw membership: or (b) membership is terminated by the Ministry in accordance with its Bylaws.

**Preamble:** Members in the Live to Shine Collective choose to operate pursuant to the Constitution of the United States of America, the Constitutions of the various States of the United States of America, and the Universal Declaration of Human Rights, which collectively guarantee our Members the inalienable rights of free speech, religion, petition, assembly, and the right to gather for the lawful purpose of advising and helping one another in asserting our rights under the law.

**It is hereby declared** that we are exercising our right of freedom of association and freedom of religion as it is guaranteed by the 1st and 14th Amendments of the U.S. Constitution, and any equivalent provisions of the various State Constitutions. This means that our association activities are restricted to the private domain only.

We proclaim the freedom to choose for ourselves the type of education, advice, products, and services we use. We encourage our Members to perform their own research.

Specifically, the mission of the Live to Shine Collective is to provide space where we awaken and connect believers that desire to live in vibrant health and empower and inspire them to live to shine. We believe we are all created with the capacity for perfect health and that we have a God-given ability to heal. Education and empowerment are key values as we apply our collective experience to advise members regarding holistic health resources, optimization of health, and navigating the challenges of dis-ease or injury. We do this to promote self-sufficiency and resiliency so each of us can experience the well-being of body, mind and soul.

## Memorandum of Understanding

- 1. I understand that fellow Members within the Live to Shine Collective may or may not be licensed by the Federal or State board(s) that purport to regulate their activities. I understand that the fellow Members of the Ministry who provide services and care do so in the capacity of a fellow Member, and not in the capacity as a licensed healthcare provider. I further understand that within the Ministry, no doctor-patient relationship exists, but only a contractual Member-to-Member relationship. I further understand that it is entirely my own responsibility to consider the advice and recommendations offered to me by my fellow Members, and to educate myself as to the efficacy, risks, and desirability of the same; and that the acceptance of the offered or recommended therapy, treatment and/or care is my own carefully considered decision.
- 2. I understand that within the Live to Shine Collective, a private, contractual relationship exists between each Member, and between the Members and the Ministry. I have freely chosen to become a private Member of the Live to Shine Collective, heretofore declared Private Ministerial Membership Association, and thereby change my legal capacity as a public person, patient, customer, or client, to a private Member of the Live to Shine Collective.
- 3. I understand that, since the Ministry is protected by the 1st and 14th Amendments to the U.S. Constitution, it is outside the jurisdiction and authority of Federal and State Agencies and Authorities concerning any and all complaints or grievances against the Ministry, and Trustee(s), Members, or other staff persons. All rights of complaints or grievances will be settled by a Ministry designee, committee, or tribunal, and will be waived by the Member for the benefit of the Ministry and its Members. By agreeing to this membership form, I agree that I have sought to understand the Ministry private association designation; I declare I do understand it, and I have freely determined that this is the course of action I want to take on behalf of myself. Where applicable, I have also made this determination on behalf of my minor children.
- 4. Because of the privacy and security of membership records maintained within the Ministry, which are held to be inviolate by the U.S. Supreme Court, the undersigned Member hereby waives HIPAA privacy rights and complaint process. However, any medical or healthcare records kept by Members of the Ministry will be strictly protected, and only released to a Member upon written request by that Member.
- 5. I understand that the healthcare providers who are fellow Members of the Ministry are offering me advice, services, and benefits that do not necessarily conform to conventional medical care. I do not expect these benefits to include on-call coverage, hospital care, or the usual and customary care provided by most physicians. I will receive such primary and specialist care elsewhere.
- 6. I agree that violation of any of the waivers contained within this membership contract will result in a no context legal proceeding against me.

- 7. As a Member, I accept the goals of helping my body function better, and of choosing techniques that are both safe and have a reasonably good chance of success, realizing that no diagnostic technique or treatment is foolproof. If I choose to forego drugs, surgery, radiation, or other treatments that have been recommended to me by others, I fully accept the risk that I might suffer serious consequences from that choice.
- 8. As I am voluntarily choosing this method of service providers, I will not hold the Ministry or its Members financially liable for any particular outcome.
- 9. I willingly assume full responsibility for any and all risk that I am exposing myself to as a result of my participation in any services and training programs and accept full responsibility for any injury or death that may result from my participation.
- 10. I agree to uphold the policies of the Live to Shine Collective and keep confidential any and all information relating to any discussions, or shared information on the Members-only area of its website or online community. I will keep confidential any and all information relating to the operation of the Ministry.
- 11. In connection with any injury that I may sustain or illness or other medical conditions that I may experience during my presence at the Ministry, I authorize and consent to receive emergency first aid, medication, medical and/or surgical treatment deemed necessary by the attending members. I further authorize the attending member to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if not able or immediately available to do so and the same is urgent as determined in their sole discretion. I shall be responsible for all costs associated with such medical care and related transportation.

I agree to join the Live to Shine Collective, a Private Ministerial Membership Association under common law, whose Members seek to help each other achieve better spiritual, emotional, physical, and mental health, education, and an overall good quality of life.

My activities within the Ministry are a private matter that I refuse to share with the Federal government, the State government(s), the local or municipal authorities, or any other governmental regulatory agency, including but not limited to the Board of Pharmacy, the Board of Nursing, the Board of Allied Health, or the Department of Health, without the express, written permission of the Ministry. All records and documents remain as property of the Ministry, even if I receive a copy of them. I fully agree not to pursue any course of legal action against a fellow Member of the Ministry, including but not limited to a malpractice lawsuit, unless that Member has exposed me to a clear and present danger of substantive evil; and even then, only upon the recommendation and approval of the Ministry, which shall not be unreasonably withheld. I acknowledge that the Members of this Ministry do not carry malpractice insurance.

I enter into this agreement of my own free will, without any pressure, coercion, or promise of cure. I affirm that, as a private Member, I do not represent any Local, State, or Federal agency whose purpose is to regulate and approve products, services, or practices, or to carry out any mission of enforcement, entrapment, or investigation. I have read and understood this document, and my questions have been answered fully to my satisfaction. I understand that I can withdraw from this agreement and terminate my membership in this association at any time, and that my membership can and will be revoked if I engage in abusive, violent, menacing, destructive, or harassing behavior towards any other Member of the Ministry.

These pages comprise the entire agreement for my membership in the Ministry.

Payment of any dues, fees, or program costs, where applicable, along with the delivery of these signed documents to a representative of the Ministry, is considered sufficient consideration for the commencement of my membership, the term of which begins with the date affixed below my signature.

\_\_\_\_\_date \_\_\_\_\_